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JEANNE G. GUIMATA
CLERK OF COURT

LAW OFFICE OF
ROBERT L. KEOGH
POST OFFICE BOX GZ
HAGATÑA, GUAM 96932
TELEPHONE (671) 472-6895

Attorneys for Plaintiffs

IN THE DISTRICT COURT OF GUAM

**CHIAKI OSHIMO, YUKI OSHIMO and
TAKAHIDE OSHIMO by and through
their Guardian Ad Litem SHINJI
OSHIKO, and SHINJI OSHIMO in his
individual capacity,**

Plaintiffs,

vs.

**CITY HILL COMPANY GUAM, LTD. dba
TARZA WATERPARK and CHUNG KUO
INSURANCE COMPANY, LTD.,**

Defendants.

CIVIL CASE NO. CIV 11-00005

COMPLAINT

INTRODUCTION

1. This is an action for personal injury and loss of consortium brought by plaintiffs for the injuries sustained by plaintiff Chiaki Oshimo as a result of an accident inside the Master Blaster water slide at the Tarza Magical Adventure Zone Guam caused by the negligence of defendant City Hill Company Guam, Ltd. in the operation and maintenance of its premises.

JURISDICTION

2. This court has jurisdiction pursuant to the provisions of 28 U.S.C. §1332.

ORIGINAL

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4 **PARTIES**

5 3. Plaintiffs Chiaki Oshimo and Shinji Oshimo are adult
6 individuals, wife and husband and are citizens of Japan. Plaintiff
7 Chiaki Oshimo is incompetent and plaintiff Shinji Oshimo has been
8 appointed as Guardian Ad Litem for the purpose of pursuing this
9 action in an Order issued by the Superior Court of Guam in Special
10 Proceeding No. SP0018-11 on February 8, 2011.

11
12 4. Plaintiff Yuki Oshimo is a minor and a citizen of Japan.
13 Plaintiff Shinji Oshimo has been appointed as Yuki Oshimo's
14 Guardian Ad Litem for purposes of pursuing this action in an Order
15 issued by the Superior Court of Guam in Juvenile Special Proceeding
16 Case No. JP0044-11 on February 8, 2011.

17
18 5. Plaintiff Takahide Oshimo is a minor and a citizen of Japan.
19 Plaintiff Shinji Oshimo has been appointed as Takahide Oshimo's
20 Guardian Ad Litem for purposes of pursuing this action in an Order
21 issued by the Superior Court of Guam in Juvenile Special Proceeding
22 Case No. JP0044-11 on February 8, 2011.

23
24 6. On information and belief, defendant City Hill Company Guam,
25 Ltd. is a Guam corporation duly licensed to do business on Guam and
26 is doing business as Tarza Magical Adventure Zone Guam (hereinafter
27 "Tarza").
28

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4 7. Defendant Chung Kuo Insurance Company, Ltd. (hereinafter
5 "Chung Kuo") is an insurance company licensed to do business on
6 Guam.

7
8 **FACTS**

9 8. At all relevant times herein, the defendant City Hill Company
10 Guam, Ltd. owned, operated and maintained the premises of Tarza in
11 Tumon, Guam.

12
13 9. On August 31, 2010, plaintiff Chiaki Oshimo entered Tarza as
14 an invitee or patron. While riding in an inflated inner tube
15 inside the Master Blaster water slide, plaintiff Chiaki Oshimo
16 became stuck. Seeing Chiaki Oshimo stuck inside the Water Blaster,
17 plaintiff's husband, Shinji Oshimo went into the water slide to
18 help her. As he did, another patron collided with plaintiff Chiaki
19 Oshimo's inner tube and caused it to lurch forward. Thereafter,
20 plaintiff Chiaki Oshimo's inner tube collided with her husband who
21 fell on top of her causing her serious injuries.

22
23 10. Defendant Tarza had a duty to exercise due care in the
24 operation and maintenance of its water slides and premises and in
25 the supervision of its lifeguards so as not to expose its patrons
26 to an unreasonable risk of harm. At the time and place set forth
27 above, defendant Tarza breached this duty in the following ways:
28

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4 a. There was insufficient water pressure in the master
5 blaster water slide so that patrons became stuck inside
6 the slide;

7
8 b. Defendant knew or in the exercise of reasonable care
9 should have known that the slides were not or were
10 inadequately monitored by lifeguards;

11
12 c. Defendant did not properly instruct patrons on the proper
13 and safe use of the ride;

14
15 d. Defendant did not take adequate measures to space their
16 patrons during their participation in the water slides by
17 controlling intervals between them; and

18
19 e. Defendant did not take adequate measures to supervise and
20 monitor its patrons.

21
22
23 11. Defendant Tarza knew, or in the exercise of reasonable care
24 should have known, of the conditions described above.

25
26 12. As a direct and proximate result of the negligence of
27 defendant Tarza as described above, at the time and place set forth
28

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4 above plaintiff Chiaki Oshimo collided with other patrons while
5 inside the Master Blaster water slide and was seriously injured.
6

7
8 **FIRST CLAIM - PERSONAL INJURY OF CHIAKI OSHIMO**

9 13. Plaintiffs repeat and reallege each and every allegation of
10 paragraphs 1 through 12 of the Complaint herein.
11

12 14. As a direct and proximate result of the negligence of
13 defendant Tarza, plaintiff Chiaki Oshimo suffered damages for her
14 injuries including, but not limited to, quadriplegia, necessitating
15 spinal decompression surgery, which has caused and will continue to
16 cause severe pain and suffering, mental anxiety, inconvenience,
17 permanent physical impairment and loss of enjoyment of life.
18

19 15. As a further direct and proximate result of the negligence of
20 defendant Tarza, plaintiff Chiaki Oshimo has incurred and will
21 continue to incur medical and incidental expenses in an amount to
22 be proven at trial.
23

24 16. As a further direct and proximate result of the negligence of
25 defendant Tarza, plaintiff Chiaki Oshimo has suffered and will
26 continue to suffer replacement services loss.
27
28

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4 17. As a further direct and proximate result of the negligence of
5 defendant Tarza, plaintiff Chiaki Oshimo has permanently lost her
6 capacity to earn income in an amount to be proven at trial.
7
8

9 **SECOND CLAIM - LOSS OF CONSORTIUM OF SHINJI OSHIMO**

10 18. Plaintiffs repeat and reallege each and every allegation of
11 paragraphs 1 through 12 and 14 through 17 of the complaint herein.
12

13 19. As a direct and proximate result of the negligence of
14 defendant Tarza and the resulting injuries to plaintiff Chiaki
15 Oshimo, plaintiff Shinji Oshimo has been deprived and will continue
16 to be deprived of the society, companionship, consortium and
17 services usually provided by a spouse in good health and of
18 unimpaired vigor and strength.
19

20 **THIRD CLAIM - LOSS OF PARENTAL CONSORTIUM OF YUKI OSHIMO**

21 20. Plaintiffs repeat and reallege each and every allegation of
22 paragraphs 1 through 12 and 14 through 17 and 19 of the complaint
23 herein.
24

25 21. As a direct and proximate result of the negligence of
26 defendant Tarza and the resulting injuries to plaintiff Chiaki
27 Oshimo, plaintiff Yuki Oshimo has been deprived and will continue
28

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4 to be deprived of the society, companionship, consortium, guidance
5 and services usually provided by a parent in good health and of
6 unimpaired vigor and strength.

7
8
9 **FOURTH CLAIM - LOSS OF PARENTAL CONSORTIUM OF TAKAHIDE OSHIMO**

10 22. Plaintiffs repeat and reallege each and every allegation of
11 paragraphs 1 through 12 and 14 through 17, 19 and 21 of the
12 complaint herein.

13
14 23. As a direct and proximate result of the negligence of
15 defendant Tarza and the resulting injuries to plaintiff Chiaki
16 Oshimo, plaintiff Takahide Oshimo has been deprived and will
17 continue to be deprived of the society, companionship, consortium,
18 guidance and services usually provided by a parent in good health
19 and of unimpaired vigor and strength.

20
21
22 **FIFTH CLAIM - DEFENDANT CHUNG KUO COMPANY**

23 24. Plaintiffs repeat and reallege each and every allegation of
24 paragraphs 1 through 13 and 15 through 17, 19, 21 and 23 of the
25 Complaint herein.

26
27 25. At all relevant times herein, defendant Tarza was insured by
28

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4 a liability insurance policy issued by defendant Chung Kuo covering
5 liability for claims such as those set forth above. Said insurance
6 policy was in full force and effect at all relevant times herein.
7

8 26. Pursuant to the coverage contained in said insurance policy,
9 and pursuant to 22 GCA §18305, plaintiffs are entitled to maintain
10 a direct action against defendant Chung Kuo upon the terms and
11 limits of the policy and, accordingly, plaintiffs are entitled to
12 recover against Chung Kuo in an amount equal to any judgment
13 recovered against defendant Tarza up to applicable policy limits.
14

15 **WHEREFORE,** plaintiffs pray for relief as follows:

16
17 1. General damages of \$50,000,000.00 for the personal injury
18 of plaintiff Chiaki Oshimo;
19

20 2. Damages for past, present and future medical care of
21 plaintiff Chiaki Oshimo in an amount to be proven at trial;
22

23 3. For lost income capacity of plaintiff Chiaki Oshimo in an
24 amount to be proven at trial;
25

26 4. For loss of consortium of plaintiff Shinji Oshimo in an
27 amount to be proven at trial;
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4 5. For loss of consortium of plaintiff Yuki Oshimo in an
5 amount to be proven at trial;

6
7 6. For loss of consortium of plaintiff Takahide Oshimo in an
8 amount to be proven at trial;

9
10 7. Costs of suit; and

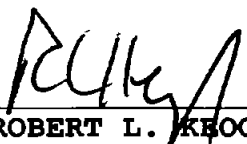
11
12 8. Such other relief as the Court may deem just and proper.
13

14 **LAW OFFICE OF ROBERT L. KEOGH**
15 Attorneys for Plaintiffs

16
17 DATE:

3/29/11

18 BY:

19 
20 **ROBERT L. KEOGH**
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